

Wapello Co. Bd. of Health

Teamsters #238

7/1/2006 6/30/2009

WAPELLO CO. BOARD OF HEALTH / 06-09
TEAMSTERS #238 (PATIENT CARE)

COLLECTIVE BARGAINING AGREEMENT
(Wapello County Board of Health)
Homemaker & Health Aides

This Agreement entered into this 1st day of July, 2006 by and between the Wapello County Board of Health, hereinafter referred to as the "Employer", and CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL NO. 238, an affiliate of INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

RECOGNITION

Section 1: The Wapello County Board of Health recognizes Teamsters Local Union No. 238 as the sole and exclusive bargaining representative of the employees in the bargaining unit as defined, with respect to the negotiable items set forth under Section 9, Scope of Negotiations, Iowa Public Employment Relations Act and otherwise provided by law.

Section 2: The term "Board" as used in this agreement shall mean the Wapello County Board of Health, or its duly authorized representatives. The term "Employees" as used in this Agreement shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board. The term "Union" as used in this Agreement shall mean the Local Union #238 affiliated with the Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America.

Section 3: Definition of Bargaining Unit

INCLUDED: All regular full-time and regular part-time homemaker/health aids as set forth in the Iowa Public Employment Relations Board Order of Certification Case #7103, dated September 19, 2005.

EXCLUDED: All Supervisors, administrators, nurses, clerical employees, and confidential employees and others excluded by the Act.

ARTICLE 1.
Dues Checkoff

Section 1: Upon receipt of written authorization from a unit employee, the Board agrees to deduct, on a monthly basis, the Union Dues and Initiation Fees, if any to be deducted, in one pay period, from his/her pay, as long as dues and initiation fees are not deducted from the same pay period, and remit such deduction by the fifteenth (15th) day of the succeeding month, to the official designated by the Union, in writing, to receive such deductions. The Union shall notify the Board, in writing, of the exact amount of such regular membership dues to be deducted thirty (30) days before such deduction.

Section 2: The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

ARTICLE 2.
Hours of Work, Overtime and Pay Period

Section 1 - Hours of Work:

- a. Determination of daily and weekly hours of work shall be determined by the Board of Health through the Director of Nurses. The employer offers no guarantee of hours of work or pay per week or hours of work or pay per day.
- b. A normal workday shall consist of an unpaid one-half (1/2) hour for lunch. Also included is a fifteen (15) minute break period at approximately mid morning and a fifteen (15) minute break period at approximately mid afternoon.

Section 2 – Overtime:

- a. Overtime at the rate of time and one half (1½) the employee's straight time hourly rate, shall be granted to an eligible employee required to work in excess of eight (8) hours per day or forty (40) hours per week. Any work performed on Saturday or Sunday will be at time and one half (1½) the employee's straight time hourly rate.
- b. At the discretion of the employee compensatory time off or overtime will be granted to an eligible employee required to work in an overtime situation unless otherwise provided by the Fair Labor Standards Act. A maximum of 240 hours of comp time may be accumulated, unless otherwise provided by law.
- c. Employees required to work on an official county holiday will be paid two times their regularly hourly rate.

Section 3 – Pay Period

- a. Pay period shall be fourteen (14) days every other Friday, if Friday is a holiday the employee will be paid on Thursday.

ARTICLE 3.
Seniority

Section 1 - Definition: Seniority is the length of a regular full time employee's continuous service with the Employer, calculated, after the probationary period, from the employee's most recent date of hire.

Section 2: A new hire shall be considered a probationary employee for a period of 120 days. A probationary employee has no seniority rights or recourse to the grievance procedure. Probationary employees shall work under provisions of this Agreement. Probationary employees accrue no benefits other than those specifically addressed in this Agreement.

Section 3: A regular full time employee is one who has met his/her probationary period, and has been designated as a full-time employee by the Board of Health.

Section 4: An employee shall lose his seniority rights and the employment relationship shall be broken and terminated as follows:

- a. Quits or retires.
- b. Discharge for just cause.
- c. Engages in other work while on paid leave of absence, overstates such leave, or gives false reasons for obtaining a leave of absence.
- d. Is absent for three (3) consecutive days without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the employee was physically unable to give such notice.
- e. Is laid off "out of door" for a period exceeding twelve (12) continuous months.

Section 5 - Part-time Employees: Employees working less than thirty (30) hours per week shall be part-time employees and shall not be covered under any provisions of this Agreement. The Employer agrees not to use part-time employees for the sole purpose of evading this Agreement. The Employer also agrees to give part-time employees first chance at full time employment should a vacancy exist and they have the qualifications and ability to perform the job before hiring from the outside.

ARTICLE 4. **Layoff and Recall**

Section 1 - Layoff: The Employer has the sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least one (1) calendar week in advance of the layoff, or two (2) days pay in lieu thereof. If a layoff is deemed necessary by the Employer, it will be administered according to the employee's seniority. Employees with the least seniority will be laid off first, providing operational efficiency is maintained.

Section 2 - Recall: An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records.

Any employee so called back to work must return within five (5) work days after receiving such notice or at the time and date indicated in the notice whichever is later. Any employee failing to do so shall automatically lose his seniority rights and shall be terminated. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address, as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his current address and phone number. Employees on layoff shall be recalled in the order of their seniority, provided operational efficiency is maintained. Probationary or part-time employees have no recall rights.

ARTICLE 5. **Leave of Absence**

A - Unpaid Leaves

Section 1 - Eligibility Requirements: At the discretion of the Employer, regular full time employees shall be eligible for unpaid leaves of absence after the employee's probationary period.

Section 2 - Application for Leave: All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her department head for recommendation. It shall then be forwarded to the Board. The Board of Health shall make the final decision. A copy of the Board action shall be sent to the Local Union. Request for such leave shall be submitted on a form supplied by the employer.

Section 3 - Limited Leave Without Pay: The department head and the Board of Health have discretion to authorize special leave of absence, without pay, for any period up to ninety (90) consecutive calendar days. This leave is renewable with the department head recommendation and Board approval.

Section 4 - Return From Leave Without Pay: Upon return from leave of absence without pay, the employee shall return to his former job, if physically qualified, and if the position is vacant.

Section 5 - Insurance on Sick Leave: An employee whose personal illness is certified by a physician will have his/her premiums on insurance paid by the Employer, but not to exceed six (6) months from the end of paid leave.

Section 6: An employee granted an unpaid leave of absence, other than sickness, shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.

Section 7: If the employee does not return to work upon expiration of the unpaid leave of absence, other than sickness, he/she shall be terminated.

Section 8: An employee elected or appointed to a public office shall be granted an unpaid leave of absence and accumulate seniority during his term in office.

B - Paid Leaves

Section 1: A regular full time employee incapacitated and unable to work shall notify his/her immediate supervisor one (1) hour before his scheduled reporting time, as designated by the department, stating the nature of his/her illness and expected period of absence. The Department head shall designate in writing whom the employee is to contact and shall also designate a backup person to contact. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department head or his/her designee.

Section 2 - Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- a. Serious or confining illness of the employee.
- b. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the immediate family (defined as children, grandchildren, parents, spouse, step or foster). Use of sick leave for this purpose shall be limited to fifty-six (56) hours (seven [7] working days) per year.
- c. Medical, optical, or dental appointments which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in half ($\frac{1}{2}$) hour increments, with a minimum of one-half ($\frac{1}{2}$) hour. Absences of more than one-half ($\frac{1}{2}$) hour shall be charged to the next highest half hour. Sick leave may be used only for the time needed for the appointment.
- d. Employee health which renders such employee unable to perform the duties of his/her employment.
- e. Quarantine due to exposure to contagious disease.
- f. **Maternity Leave** - Employees who become pregnant shall be eligible for maternity leave without loss of seniority, provided such leave is requested in writing, within a reasonable amount of time prior to the start of such leave. Normally, maternity leave will be granted for the period beginning two (2) months prior to expected date of delivery and ending two (2) months after delivery. However, if an employee furnishes competent medical opinion that her physical condition warrants a shorter or longer period of leave before or after delivery and provided that an employee is able to perform her work satisfactorily, the normal leave period may be changed to fit the individual circumstances. Individuals returning from such leave shall be reinstated to their former position, provided they have returned in accordance with the terms of the leave.

Section 3 - Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence, after three days of absence or if the employer suspects abuse of sick leave. Unauthorized use of sick leave will result in loss of pay for the duration of the absence.

Section 4: Sick leave will be charged by actual hours used, in half hour increments, with a minimum of one half (½) hour. Absences of more than one half (½) hour shall be charged to the next highest half (½) hour.

Section 5: No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to his/her credit.

Section 6: Regular full time employees and probationary employees shall accrue six (6) hours of such leave for each pay period while on active pay status. However, probationary employees may not use accrued sick leave until after the probationary period.

Section 7: Unused sick leave may be accrued to a maximum of twelve hundred (1200) hours. Employer agrees to keep a current list of unused sick leave days.

Section 8: Upon return to duty from sick leave, the employee shall report to his/her immediate supervisor, providing the absence was less than five (5) consecutive working days. For absences in excess of five (5) consecutive working days, the employee shall report to the Department Head upon return to work.

Section 9: Injury forms will not be accepted by Department Heads unless they have been completed properly, in full, including the reasons for absence, nature of the injury, date of employee's return to duty, (when requested by the Employer) attending physician's diagnosis covering dates of treatment and recuperative period allowed for days off, described over his signature, and the final approval by department management. Injury forms will be supplied by the Employer.

Section 10 - Catastrophic Illness Contributions: Employees may contribute accrued vacation, personal days, or accrued comp time to benefit another County employee suffering from a catastrophic illness. Leave shall be donated in no less than one hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave in writing. Leave donated to another County employee under this provision shall be irrevocably credited to the recipient's sick leave account.

The following are criteria that will be employed on catastrophic leave:

1. The employee must have exhausted all paid leave before being eligible for catastrophic leave.
2. The employee must fill out a form provided from the employer to apply for catastrophic leave.
3. The Board of Health will approve each catastrophic leave request on a case by case basis.
4. While on leave, the employee's pay is his/her regular pay, minus any monies received from the County's Short Term Disability (STD) program.
5. The affected employee must obtain a physician's written verification that he/she has a catastrophic illness.
6. The catastrophic leave that is donated to an employee may be used to cover only actual lost pay on a week by week basis.
7. No benefit (vacation, sick leave, etc) is accrued while the employee is on catastrophic leave.

8. An employee's eligibility for catastrophic leave benefits expire one year from the date he/she first uses catastrophic leave.

C - Reimbursement: Upon termination from employment, accrued sick leave shall be forfeited except for the following:

Section 1: Any full time employee with continuous full time employment who terminates his/her employment by permanent disability as approved by Social Security, IPERS retiring qualifications, or retirement shall be reimbursed for accumulated sick leave at the rate of forty-five percent (45%) of the hours of accumulated unused sick leave to a maximum of twelve hundred (1200) hours. Employer shall keep a current list of unused sick leave days.

Section 2: In lieu of above for retirement, an employee retiring between the ages of 62 and 65 may choose to have the County continue to pay the premium for single or family health insurance, as needed, provided that the employee is eligible for full retirement benefits under IPERS. This payment shall continue until the employee qualifies for Medicare, which is currently at age 65, or until the employee's death, whichever comes sooner. This benefit has no cash value and it is not transferable to another use or to an heir.

D - On The Job Injury:

Section 1: An employee shall be entitled to leave days up to a maximum of one hundred (100) work-days during each calendar year when he/she is unable to perform the duties of his/her employment because of an injury covered by workers' compensation. During this period, the County shall pay such employee the difference between his/her regular wages and the benefits received under workers' compensation insurance. If the employee is not released to return to work at the expiration of his/her one hundred (100) work days leave, he/she shall be continued on an unpaid leave of absence until he/she is able to return to work.

Section 2: The employee shall be considered to have worked during the year of the injury so that he/she shall be entitled to full vacation, with pay, in the year following such injury. The Board of Health shall pay the Board's share of the premium for group hospitalization insurance for up to one (1) year following the injury. During both the paid and unpaid leave, the employee shall continue to accrue seniority.

Section 3: Any amount or amounts received from the insurance carrier for the above-mentioned one hundred (100) days or twenty (20) weeks in the employee's behalf shall be deducted from his pay due to injury from the Board. The County may deduct only the amount equal to the number of compensable weeks times the weekly benefit under Workers' Compensation.

Section 4: In no event shall an employee receive both full weekly pay from the Board and weekly benefits from the insurance carrier under the provisions of these paragraphs.

ARTICLE 6

Grievance Procedure and Arbitration

A - Grievance Procedure

Section 1: The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of any expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

Informal: An employee shall discuss a complaint or problem orally with the Department Head or his designated representative within the five (5) day working period following its occurrence in an effort to resolve the problem in an informal manner.

Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the Department Head or his designated representative within three (3) working days following the oral discussion. Within ten (10) working days after this Step 1 meeting, the Department Head or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the Department Head.

Step 2. Any grievance not settled in Step 1 of the grievance procedure may be referred to the Board of Health, provided the referral to the Board is in writing to the other party and is made within ten (10) working days after the date of the Department Head's or his designated representative's answer given in Step 1.

Step 3. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within ten (10) working days after the date of the Board of Health's answer given in Step 2.

Section 2: Any aggrieved employee shall have the right to have a Union representative present at the grievance meeting(s) if requested.

Section 3: All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

B – Grievance Arbitration

Section 1: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board (PERB) to furnish a suggested list of names of three (3) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The Union is to strike the first name.

Section 2: After each party has eliminated the names of one (1) arbitrator from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case.

Section 3: The fees and expenses of the arbitrator will be shared equally between the Employer and the Union. Each party shall pay its own cost of preparation and presentation for the arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision shall be final and binding on both parties.

Section 4: All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

Section 5: The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of the Union and the Employer.

Section 6: In the event that any employee takes action on any complaint or takes action through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

C - Steward Time Off For Grievance Handling

Section 1 - The Union will cooperate with the Employer by handling grievances in such a manner as will create minimal interference with normal operation of the Employer's business. Only one (1) Union Steward shall investigate grievances on the Employer's time. The department shall maintain a log in which the Steward enters the time of departure and the time of return from grievance investigations and formal grievance meetings.

D- Impasse Procedure

The Employer and Union, during the course of contract negotiations, will negotiate impasse procedures and pay for the Union Committee if contract negotiations are held during working hours.

ARTICLE 7

Holidays

Section 1: The following shall be recognized as paid holidays:

New Year's Day	the first day of January
Martin Luther King Day	the 3 rd Monday in January
Washington's Birthday	the 3 rd Monday in February
Memorial Day	the last Monday in May
Independence Day	the 4 th of July
Labor Day	the first Monday in September
Veteran's Day	the 11 th day of November
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Day before Christmas	24 th day of December
Christmas Day	25 th day of December

Section 2: In those cases where the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall then be observed on the following Monday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

Section 3: To be eligible for holiday pay, an employee shall work or be on approved paid leave, their last scheduled work day immediately before, and their first scheduled work day immediately following each holiday.

Section 4: The parties agree to allow the "Day Before Christmas" at the discretion of the County, as the "Day After Christmas" may better meet the needs of the employees and the County in certain years.

Section 5: When an employee completes his/her probationary period and becomes a regular full time employee, Holidays observed during the probationary period will be paid to the employee in the next pay period after completion of the probationary period, at the rate of pay when the holiday was observed.

ARTICLE 8

Vacation

Section 1: Regular full-time employees in active County employment shall earn annual vacation leave credit, pro-rated on a pay period basis. Annual vacation accrued shall be as follows:

- a. After one (1) year of employment, one (1) week vacation with pay.
- b. After two (2) years of employment, two (2) weeks vacation with pay.
- c. After five (5) years of employment, three (3) weeks vacation with pay.
- d. After ten (10) years of employment, four (4) weeks vacation with pay.
- e. After twenty (20) years of employment, five (5) weeks vacation with pay.

Section 2: Absence due to sickness, injury, or disability in excess of that authorized for such purpose, may at the written request of the employee, be charged against vacation allowance.

Section 3: Vacation leave credits may not be accumulated from year to year, but shall be used, subject to the provisions of Section 1 above and Section 4 below.

Section 4: Employee request for accrued vacation leave shall be submitted to the homemaker scheduler fifteen (15) days prior, except in an emergency. During this period and in cases where employee's requests conflict, seniority shall be the determining factor, provided operational efficiency is maintained.

Section 5: Upon resignation, death or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who are discharged, or employees who quit without a minimum of two (2) weeks advance notice to the Employer, shall forfeit vacation pay.

Section 6: All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless approved in writing by the department head. No employee may work and draw both wages and vacation pay for the same period of time.

Section 7: If a recognized paid holiday falls during an employee's vacation, they shall receive an additional day's paid vacation.

Section 8: Vacation pay shall be paid at the employee's current straight time hourly rate of pay immediately before vacation. Employees on a regularly scheduled forty (40) hour work week shall be paid forty (40) hours for each week. Hourly employees will be paid a weeks vacation based on the weekly average for the previous twelve (12) months.

ARTICLE 9

Wages

Section 1 - Salary: Employees shall be paid according to the wage classification schedule found in Appendix I.

Section 2 - Call-Time: Call-Time is intended to compensate an employee for making a special trip to work. To qualify for call-in compensation, the employee's call-in time worked cannot be contiguous either before or after his/her regular scheduled work shift. Call-time is to be portal to portal.

Regular full time employees shall be guaranteed a minimum of four (4) hours of call-time. Call-time shall be compensated in the same manner as overtime (Article 2 of this Agreement), if the call time is in excess

of eight (8) hours per day or forty (40) hours in a week. There shall be no pyramiding if called in during the same four (4) hours.

Section 3 - Subpoena Days:

- a. Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their regularly scheduled work shift.
- b. All hours worked off their regular scheduled work shift shall be compensated at the employee's straight time hourly rate of pay for a minimum of two (2) hours.
- c. All hours worked during their scheduled day (s) off shall be compensated for a minimum of two (2) hours and shall be compensated in the same manner as found in Article 2 of this Agreement.
- d. Employees subpoenaed in a civil action will not be compensated by the Employer for time spent under subpoena.

ARTICLE 10
Insurance

Effective on July 1, 2006 and for the period through June 30, 2009, the County, at its cost, agrees to provide each employee covered by this Agreement with single or family coverage, whichever is applicable. Benefits begin on the first day of the month following his or her full time hire date.

The Wapello County Employees Health Plan is totally self-funded by Wapello County. Auxiant is the Preferred Provider Network and Midland Group is our Third Party Administrator as the payer.

Office Visits and all services provided in a physician's office shall be paid at 80/20 with the deductible waived in network, and 60/40 out of network. Deductible accumulations are from 7-1 to 6-30.

Deductible Per Calendar Year	7-1-06	7-1-07	7-1-08
Maximum Out-of-Pocket Amount	\$250 – Single \$500 – Family	\$500 – Single \$1000 – Family	\$500 - Single \$1000 - Family

Health Benefits are paid at 100% after out-of-pockets are met.

Lifetime Health Benefit Amount: \$2,000,000.00

Prescription Drug Plan - Pharmacy Dispensed

For Brand Name, Non Formulary	\$30.00 co-pay
For Brand Name, Formulary	\$20.00 co-pay
For Generic	\$ 2.00 co-pay

Also covered: Vision care, dental care, life insurance benefits - See Plan Booklet

Please consult your plan description booklet for all benefits, limitations and exclusions of the policy.

The County will have the right at any time during the term of this agreement to select the insurance carrier for such insurance without any obligation to bargain as to such selection so long as the insurance coverage is similar or comparable to that as explained herein.

The County may elect to purchase a separate policy covering transplants, which may limit which medical facilities are eligible to perform the transplant.

Cobra Rules shall be in effect from July 1, 2006. See Medical Plan Booklet for details.

ARTICLE 11

Jury Duty

Section 1: Regular full time employees and probationary employees required to serve as juror shall receive his/her regular wages. A probationary employee's probation is extended by the length of time that the employee is absent from work while serving as a juror. Jury duty time will be paid to the employee in the next pay period after completion of jury duty. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. When released from duty during his/her normal working hours, the employee shall report to work within an hour.

ARTICLE 12

Funeral Leave

Section 1: Each regular full time employee shall, after one hundred twenty (120) calendar days of continuous employment, be eligible for a paid leave of absence to attend the funeral of various relatives. Only days absent which would have been compensable work days will be paid.

Up to 5 days Paid Leave for Immediate Family	Up to 3 days Paid Leave for Family	Up to 1 day Paid Leave for Others
Parents or Step or Foster	Brother	Aunts/Uncles
Spouse	Sister	Sister-in-law
Children and Step and Foster	Grandparents or Step or Foster	Brother-in-law
Grandchildren or Step	Spouse's parents or Step or Foster	Son-in-law
		Daughter-in-law

Section 2: No payment will be made during vacations, holidays, layoff, or other leave of absence. Payment shall be made on the basis of the employee's normal work day's pay. Employee must attend the funeral or make a bona fide effort to attend the funeral in order to qualify for funeral leave pay.

Employees qualifying under this Section may be granted up to two (2) hours paid absence for service as a pallbearer.

Section 3: Personal days and vacation days may be used if additional funeral leave is needed.

ARTICLE 13

Personal Days

Section 1: Each employee shall receive six (6) personal days off each year and must give a twenty-four (24) hour notice before taking the same. No more than one (1) employee may take a personal day except with the approval of the department head. The department head has the discretion of approving or disapproving a personal day leave to maintain operational efficiency. New employees hired after July 1, 2006 will earn personal days, on a pro-rated basis, the first year of employment, to be taken the following year between July 1st and June 30th.

ARTICLE 14
Directed Assignment

Section 1: A directed assignment shall mean all time required by Employer for Employer's benefit other than normal duties performed by an employee. Consistent with the Fair Labor Standards Act, employees traveling on one day assignment will be in pay status for hours actually worked, plus travel time minus the employee's normal commuting times to and from work. All costs incurred by employee shall be paid by the Employer, except no mileage shall be paid for the use of personal vehicles within Wapello County to attend seminars or meetings of informational or educational nature.

ARTICLE 15
Employer Rights

Section 1: The Employer and the Department Heads may propose reasonable rules for use in and by this department. In any conflict between the department rules and this Agreement, this Agreement shall take precedence. The Union recognizes the prerogatives of the Employer and the department heads to operate and manage the affairs of the Board of Health in all respects in accordance with their responsibilities. All authority and powers, including those granted by law, which the Employer or the department heads leave not abridged, delegated, or modified by this Agreement, are retained by the Employer and the department heads. Work rules proposed will be sent to the Union thirty (30) days prior to their effective date, and shall not be in conflict with this Agreement and will be subject to the grievance procedure.

Section 2: The Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provisions, statute, ordinance, charter or special act, the exclusive power, duty and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign and retain public employees in positions within the public agency.
3. Suspend or discharge public employees, for just cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Public Employer by law.

ARTICLE 16
No Strike - No Lockout

Section 1: The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers, or agents, nor any of the employees covered by this Agreement shall violate Sections 10 or 12 of the Iowa Public Employment Act.

Section 2: Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

Section 3: The Employer agrees to abide by Section Twelve (12) of the Act regarding the prohibition of lockout.

ARTICLE 17
Entire Agreement and Waiver Clause

Section 1: This Agreement supersedes and cancels all previous Agreements and practices between the Board of Health and the employee organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire Agreement between the parties, and concludes collective bargaining during its term.

ARTICLE 18
Savings

Section 1: If any provision of this Agreement is declared, by proper legislative, administrative, or judicial authority, to be unlawful, or unenforceable, or not in accordance with applicable Civil Service Rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 19
Duration 3

THIS AGREEMENT shall be in full force and effect for 3 years, from July 1, 2006 to and including June 30, 2009.

FOR: Wapello County, Iowa

Candace L. Burger
Henry L. Parks

Attest: Phyllis Dean

Dated: May 30, 2006

FOR: Teamsters Local 238

Julith F. Hook
Dale L. Walter
Cheryl C. Ham
Principal Officer

APPENDIX 1
Wages

Wage rates for the period of July 1, 2006 to and including June 30, 2009.

Wage Increase:	July 1, 2006	2%
	January 1, 2007	1%
	July 1, 2007	2%
	January 1, 2008	1%
	July 1, 2008	2%
	January 1, 2009	2%

In addition to the above the two employees with the lowest hourly rate will be increased to the same hourly rate as the second highest hourly rate employee as follows:

Employee	Hourly rate 7-1-06
Kimberly S. Johns	\$9.79
*Maryellen Deutsche	\$9.54
*Judith Howk	\$9.54
Sandra Vannoni	\$9.54

Beginning 7-1-07 the following longevity system will be in effect:

After 5 years of service	10 cents per hour
After 10 years of service	20 cents per hour
After 15 years of service	30 cents per hour
After 20 years of service	40 cents per hour